ber, and the opinion in each case was delivered by a present Justice of this Court, they may be briefly referred to for the purpose of showing their entire want of application or pertinence to the present case.

The first of these cases, Pacific Railway Company *v.* McCoy, 8 Kans., 359, not only presents no case of a contingent fee for services before a legislature, but no question of a fee at all. The contract was that the railway company would pay plaintiff $2.50 for every car-load of cattle which he could procure to be shipped from his stock yards over its route. The Kansas statutes prohibited the shipment of Texas cattle through Kansas between the first days of March and December, and the plaintiff testified that he had expended about $2,000.00 in endeavoring to procure a change in this law. It was no part of this contract that he should do this, it did not appear that any of the money was used improperly, and no legislation was procured; the suit was not to recover any part of the money so expended, and it did not appear that any of the shipments for which the plaintiff sued to recover his agreed compensation were made between March and December, or in violation of the statute. The plaintiff was not a lawyer, entitled to sue for fees, but a stock yard proprietor; and the suit was not for a fee, contingent or otherwise, or for compensation for procuring legislation, nor was any legislation procured.

The other case referred to, McBratney *v.* Chandler, 22 Kans., 482, was a suit to recover counsel fees for prosecuting before Congress the claim of the Miami Indians for moneys alleged to be due them. Whether the plaintiff was employed by the principal attorney in the case on his own account, or by authority of the Indians, and whether he was to receive one-half of the principal attorney's contingent fee, "or simply a reasonable compensation for his services, are questions which the testimony leaves open to doubt," and, therefore, the court held were proper ques-

tions for a jury. In other words, although the services were rendered in the prosecution of a legal demand or claim for money due from the Government, in which class of cases, as above shown, this Court upholds the validity of agreements for contingent fees, the Kansas court reserved for the jury the question whether the fee was contingent; and, so far from rejecting the doctrine of Tool Co. v. Norris, that case is referred to in the opinion as one of those in which this Court "has fully and clearly discussed the question."

While the sums involved in the present case are small, they illustrate the tendency or effect of such contingent contracts, however reputable the parties, and however free from just imputation may be the means employed. The owner is willing to accept $9,000.00 for his property, and yet, eight months later, the same property is sold to the Government for $14,395.50, or an advance of about sixty per cent. Not only is it not shown that anything occurred to account for this immediate and extraordinary enhancement in value except the success of the services which the bill alleges the appellant was to render as the consideration for his agreement with the appellee, but the opposing brief at page 22, refers to the enhanced prices as "the fruit of the services and negotiations of the appellant under the agreement and transaction between the parties," and, at page 33, to the increase in value occasioned by the location of the Hall of Records as "a fact evidently contemplated by the parties at the time they entered into the agreement."

It is respectfully submitted that the decree below, dismissing the bill, was correct, and that it is so upon grounds which preclude further litigation upon the contract, in any form of action.

J. J. DARLINGTON,
For Appellee.